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## **LAWSUIT OF GUATEMALAN WORKERS AGAINST IMPERIAL NURSERIES TO SETTLE**

NEW HAVEN, CT – The twelve Guatemalan workers who filed a federal lawsuit in February against Pro Tree Forestry Services, Imperial Nurseries and others, have announced a settlement of a portion of their case today. Although specific terms of the agreement are confidential, Imperial Nurseries of Granby, Connecticut, and its parent company, Griffin Land & Nurseries of New York, have provided the workers with financial compensation.

The workers contended that Imperial Nurseries was legally jointly responsible for the alleged conduct of Pro Tree Forestry Services of North Carolina, a farm labor contractor that recruited the plaintiffs and brought them from Guatemala. The settlement resolves all claims against Imperial, Griffin and their officers and employees. The lawsuit will continue against Pro Tree and its principals William Forero and Hernando Aranda.

The lawsuit alleges that upon arriving in the United States last year on H-2B visas, the workers were transported by Pro Tree without their consent to Connecticut, where they were forced to work nearly 80 hours per week and paid far below minimum wage. The suit also alleges that the Pro Tree defendants denied the workers emergency medical care and threatened them with arrest, imprisonment, and deportation if they did not meet production standards.

“We are pleased that we have reached a fair resolution with Imperial Nurseries,” said Angel Mendoza, one of the plaintiffs.

“We are happy that we have come together and stood up to protect our rights,” said Marvin Coto, another of the plaintiffs.

The plaintiffs have benefited from the support of a wide range of community members and organizations. In particular, they gratefully acknowledge the support of: Angelo Reyes, Sarahi Uribe, John Lugo, Kica Matos, Antonio Armas, Junta for Progressive Action, Inc., and Unidad Latina en Acción, all of New Haven; Cathleen Caron and the Global Workers Justice Alliance, of New York; Rev. Nelson Negron and the Church of God Pentecost, of Hartford; and Jane Rodas of the International Institute of Connecticut, of Bridgeport.

The workers are represented by the Jerome N. Frank Legal Services Organization at Yale Law School and Pine Tree Legal Assistance of Bangor, Maine.

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Employer \_\_\_\_\_ Location \_\_\_\_\_ Phone \_\_\_\_\_

Supervisor's Name \_\_\_\_\_ Employment Date From \_\_\_\_\_ To \_\_\_\_\_

Starting Wage \_\_\_\_\_ Ending Wage \_\_\_\_\_

Responsibilities \_\_\_\_\_

Reason for leaving \_\_\_\_\_

May we contact this employer ☐ Yes ☐ No If no, why not? \_\_\_\_\_

### **Authorization For Employment Consideration**

(Please initial each paragraph as read and understood)

1. In consideration of any employment by Hollandia, I understand that Hollandia has the right to discharge me or lay me off at any time, with or without cause and with or without notice. It is agreed and understood that this is the entire agreement between Hollandia and myself on the subject of discharge, termination, and/or layoff, and that this agreement may be changed only by an agreement in writing signed by the owner of Hollandia and addressed to me. Init\_\_\_\_\_
2. I further recognize that if employed by Hollandia, I agree that is partial consideration of my employment, to file a demand for arbitration to resolve any disputes arising from my employment, as required under paragraph 7 below. I agree to file demands within six months after the claim arises or within the applicable statutory limitation periods provided by law, whichever occurs first. Init\_\_\_\_\_
3. I hereby release all third parties who provide information to Hollandia with or without notice to me, from any and all liability for the transmittal of any information bearing on my histories or qualifications, in connection with any such request. I further authorize and release Hollandia from all liability for forwarding to any other entity to which I may apply for employment, any information concerning histories and/or my qualifications for me as Hollandia has at the time of my application for employment or hereafter acquires. I further release from all liability any and all third parties for any statements made or any actions taken in connection with this application or any other applications made simultaneously herewith, or in connection with any other form of review of my histories or qualifications. I hereby waive on behalf of Hollandia any and all third parties any and all notices I would otherwise be entitled to receive by law in connection with any reference check. Init\_\_\_\_\_
4. I will hold in strictest confidence and will not disclose to any unauthorized persons, without Hollandia's prior written permission, at any time during or subsequent to my employment, any knowledge not already available to the public, respecting the inventions or respecting the designs, methods, systems, improvements, trade secrets, production techniques, processes, sales promotions and ideas, customer lists or other confidential matters of Hollandia. Init\_\_\_\_\_

5. I understand that if I have a disability I must timely tell you in writing of my need for accommodation after I know or reasonably should know that an accommodation is needed. I further understand failure to do so will prevent me from alleging a violation of the accommodation requirements imposed by law. Init\_\_\_\_\_
6. I certify that all information submitted by me in this application is true, complete and correct and understand that if any such information is found to be misrepresented, omitted or otherwise incorrect, it may result in discharge from employment. Init\_\_\_\_\_
7. In the event that one or more provisions of this application are declared void, the balance of the provisions shall remain in force. Init\_\_\_\_\_